

DEPARTMENT OF INDUSTRIAL RELATIONS  
DIVISION OF LABOR STATISTICS & RESEARCH  
455 Golden Gate Avenue, 8<sup>th</sup> Floor  
San Francisco, CA 94102

ADDRESS REPLY TO:

*San Francisco* P.O. Box 420603  
CA 94142-0603



## TRAVEL & SUBSISTENCE PROVISIONS

FOR

**TUNNEL WORKER (LABORER)**  
(ALL CLASSIFICATIONS)

IN

IMPERIAL, INYO, KERN, LOS ANGELES, MONO, ORANGE,  
RIVERSIDE, SAN BERNARDINO, SAN LUIS OBISPO, SANTA  
BARBARA, AND VENTURA COUNTIES

# **MEMORANDUM OF AGREEMENT**

**by and between**

**SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

**AND**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA, INC.**

Changes to the 1997-2000 Tunnel Master Agreement

**RECEIVED**  
Department of Industrial Relations

**DEC 04 2000**

Div. of Labor Statistics & Research  
Chief's Office

23-102-12

**SOUTHERN CALIFORNIA DISTRICT COUNCIL  
OF  
LABORERS**

AFFILIATED WITH  
**LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO**  
4399 SANTA ANITA AVENUE, SUITE 204  
EL MONTE, CALIFORNIA 91731  
TELEPHONE (626) 350-6900

**ANGEL SAMBRANO, SR.**  
PRESIDENT

**TONY R. HOFFMAN**  
SECRETARY-TREASURER

**MIKE QUEVEDO, JR.**  
BUSINESS MANAGER

November 30, 2000

**AFFILIATED  
LOCALS**

**BAKERSFIELD**  
LOCAL 220

**BURBANK**  
LOCAL 345

**CARSON**  
LOCAL 882

**CENTRAL COAST**  
LOCAL 402

**EL MONTE**  
LOCAL 1082

**HOLLYWOOD**  
LOCAL 724

**LONG BEACH**  
LOCAL 507

**LOS ANGELES**  
LOCAL 300

**POMONA**  
LOCAL 806

**RIVERSIDE-IMPERIAL  
COUNTIES**  
LOCAL 1184

**SAN BERNARDINO-  
INYO-MONO COUNTIES**  
LOCAL 783

**SAN DIEGO**  
LOCAL 89

**SAN PEDRO**  
LOCAL 802

**SANTA ANA**  
LOCAL 652

**SANTA BARBARA**  
LOCAL 591

**VENTURA**  
LOCAL 585

Maria Robbins, Deputy Chief  
State of California  
Dept. of Industrial Relations  
Div. of Labor Statistics & Research  
455 Golden Gate Ave., 8th Floor  
San Francisco, CA 94102

Re: Tunnel Master Agreement  
11 Southern California Counties

Dear Ms. Robbins:

Enclosed are a copy of Memorandum of Agreement by and between the Southern California District Council of Laborers and the Associated General Contractors of California, and copy of our notice to contractors, which set forth the changes and economic terms for the 2000-2003 Tunnel Master Agreement.

We request that the Division of Labor Statistics and Research recognize and publish these rates.

Very truly yours,

*Mike Quevedo, Jr.*  
**MIKE QUEVEDO, JR.**  
Business Manager

MQ/bg  
encs

**RECEIVED**  
Department of Industrial Relations

DEC 04 2000

Div. of Labor Statistics & Research  
Chief's Office

July 1, 2002

Group I:	\$0.80	to be allocated
Group II:	\$0.85	to be allocated
Group III:	\$0.90	to be allocated
Group IV:	\$1.00	to be allocated

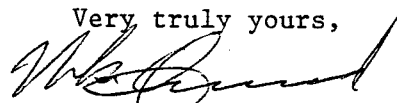
**SUBSISTENCE:** In designated subsistence areas, as defined in the MLA, Exhibit "A", subsistence shall be paid at the rate of thirty dollars (\$30.00) per scheduled workday. There shall be no prorating of subsistence. Inyo, and Mono Counties, including Trona, the subsistence rate shall be thirty-two dollars (\$32.00) per scheduled workday.

**OVERTIME:** All time worked before a regularly scheduled shift begins, after same shift ends, or work performed on Saturday shall be paid for at time and one-half ( $1\frac{1}{2}$ ) the regular straight-time rate. All work performed on Sundays or holidays shall be paid for at double (2) the regular straight-time hourly rate. Overtime hours shall be computed to the next one-quarter ( $\frac{1}{4}$ ) hour.

Overtime shall be calculated on a daily basis and shall be reckoned by the quarter ( $\frac{1}{4}$ ) hour.

Kindly notify your payroll personnel of these increases.

Very truly yours,



MIKE QUEVEDO, JR.  
Business Manager

23-102-12

RECEIVED  
Department of Industrial Relations  
AUG 07 1997  
Div. of Labor Statistics & Research  
Chief's Office

# **TUNNEL MASTER AGREEMENT**

**between**

**ASSOCIATED GENERAL CONTRACTORS OF CALIFORNIA**

**and the**

**ENGINEERING CONTRACTORS' ASSOCIATION**

**and**

**SOUTHERN CALIFORNIA DISTRICT COUNCIL OF LABORERS**

**AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION  
OF NORTH AMERICA, AFL-CIO**

This AGREEMENT entered into this 1st day of July, 1997, by and between the **Associated General Contractors of California, Inc.** and the **Engineering Contractors Association, Inc.**, hereinafter called the **ASSOCIATIONS**, and the **Southern California District Council of Laborers** affiliated with the **Laborers' International Union of North America, AFL-CIO**, and its affiliated Local Unions, or any or all of them, hereinafter referred to as the **UNION**.

## **SECTION 1 - GENERAL PROVISIONS**

The term Associations shall refer to the Associated General Contractors of California, Inc., and the Engineering Contractors Association.

The term Employer (or Contractor) shall refer to a person, firm or corporation party to this Agreement.

The term Union means the Southern California District Council of Laborers and its affiliated Local Unions.

The term Employee (or Employees) means the employed person or persons.

The term Workmen means persons in the Labor Market not employed. All personal nouns and pronouns refer to the male and female gender.

## **SECTION 9 - LUNCH TIME**

Employees shall not work more than five (5) consecutive hours without a one-half ( $\frac{1}{2}$ ) hour meal period. When employees work over five (5) hours without being provided with a one-half ( $\frac{1}{2}$ ) hour meal period, they shall receive one-half ( $\frac{1}{2}$ ) hour pay at the time and one-half rate. When an employee is required to work more than three (3) hours after his regular shift, he will be entitled to a one-half ( $\frac{1}{2}$ ) hour meal period at the end of the three (3) hours without loss of pay and an additional half ( $\frac{1}{2}$ ) hour each five (5) hours thereafter, without loss of pay. In the event an employee is required to work through an overtime meal period, then the employee shall receive pay for an additional one-half ( $\frac{1}{2}$ ) hour at the time and one-half rate. Meal periods may be staggered to meet job requirements.

## **SECTION 10 - RECORDS**

A. Each individual employer shall provide a proper means for registering the reporting, quitting time, and as supplied by the employee, the address and telephone number of all employees covered by this Agreement. In the event of a dispute such records shall be accessible to the business representative of the Union or Local Union during working hours.

B. Each individual employer upon request of any Trust Fund specified in this Agreement, shall permit a Trust Fund Auditor to review any and all records relevant to the enforcement of the provisions of this Agreement pertaining to the Trust Funds. Such review shall be permitted not less than two (2) working days after demand.

## **SECTION 11 - WAGES APPLICABLE TO CLASSIFICATION**

A. Wage rates shall be recognized as applying to classifications rather than to men and any workman performing work shall be paid at the rate which the classification of his work calls for, except when it is necessary to temporarily transfer workmen from one classification to another in which event such workman shall be paid on the basis of the highest rate and the duration of payment at the highest rate shall be reckoned by the day.

B. When men are requested for one classification and this work is no longer available at the rate and type of work they were requested for, then the men have the right to accept or reject the employment offered. If the man so desires, he shall be given a written notice of reduction in force, stating that the classification that he was originally hired for is no longer available; or he may have the choice of a lesser rate of pay.

(7) No man working under this Agreement shall be required to return to the heading or blasting area in less than ten (10) minutes after firing a full round. (A longer waiting period may be required to allow time for clearing of the air by the ventilation system in accordance with the California or OSHA State Tunnel Safety Orders).

(8) When an employee is injured while at work to the extent of being unable to work for the balance of the day, he shall be paid for a full day at his regular rate. His ability to work or not to work shall be determined by a qualified physician.

(9) The Local Union with area jurisdiction shall be notified within one (1) day [twenty-four (24) hours] of any industrial injury which results in death or requires hospitalization.

### **SECTION 15 - CHANGE HOUSE**

A. The individual employer shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include showers, toilet facilities, lockers and heating and drying facilities in accordance with the amount of men in each crew. Each change house shall be so constructed to provide that all clothing will dry between shifts.

B. This shall not apply to short dry tunnels, such as under highways or railroad embankments. The individual employer will reimburse employees for clothing, personal effects or tools lost by fire in an amount up to one hundred, fifty dollars (\$150.00) in the event of the destruction of the change house by fire.

C. An employee on the day shift shall be designated as a change house attendant whose primary duties shall be to maintain sanitary conditions and see that adequate heat and ventilation is provided to properly dry clothes between shifts. The employer may, if time permits, assign this employee to other duties outside the tunnel requiring comparable skills and ability, providing such work is in the vicinity of the change house.

D. If any additional cleaning is required, an employee on either the second or third shift shall be detailed to clean the change house.

### **SECTION 16 - PROTECTION CLOTHING**

The individual employer shall furnish the necessary goggles, hard hats, shock proof gloves and other protective clothing. Men who work in rain, snow and sleet, or under wet conditions shall be furnished with water proof clothing. Men working in gunite or handling concrete and/or cement shall be furnished rubber boots and gloves. Men working in mud or water shall be furnished boots. Such equipment shall be furnished free of charge and returned by the employee in the same condition as received subject to reasonable wear and tear. Such equipment shall be sanitized before re-issue.

D. The starting time for shifts, whether on single shifts or on shift work, may be changed by mutual consent of Unions and Employers when it is considered desirable to start work earlier than the time or times previously established or established by this Agreement.

E. Day shift to start at either 7:00 or 8:00 a.m.; swing shift to start at either 3:00 or 4:00 p.m.; and graveyard shift to start at either 11:00 p.m. or 12:00 midnight.

The Friday graveyard shift, though coming off work Saturday morning is to be considered working Friday. Work performed after 8:00 a.m. Saturday morning shall be deemed Saturday work.

The Saturday graveyard shift, though coming off work Sunday morning, is to be considered working Saturday. Work performed after 8:00 a.m. Sunday morning shall be deemed Sunday work.

The Sunday graveyard shift, though coming off work Monday morning is to be considered working Sunday, with the exception that a graveyard shift employee who has worked eight (8) or more hours prior to the scheduled starting time of the Monday day shift and continues to work after such starting time shall continue to receive the double time wage rate.

F. **Maintenance Work.** Workmen employed on Saturdays, Sundays and holidays to perform maintenance or repair work (that is, work other than actual construction) shall be paid under the same provisions they worked during the regular work week at the applicable overtime rate of pay. Workmen employed on Sundays or holidays on maintenance or repair work shall be paid at double the regular straight time rate.

G. **Overtime Rates.** In all eleven Southern California Counties covered by this Agreement, all time worked before a regularly scheduled shift begins, after same shift ends, or work performed on Saturday shall be paid for at time and one-half the regular straight time rate. All work performed on Sundays or holidays shall be paid for at double the regular straight time hourly rate. Overtime hours shall be computed to the next one-quarter hour ( $\frac{1}{4}$ ).

Employees working a complete shift of shift work on overtime days shall receive eight (8) hours' pay at the overtime rate for eight (8) hours work.

Overtime shall be calculated on a daily basis and shall be reckoned by the quarter ( $\frac{1}{4}$ ) hour.

H. **Camps.** When the individual employer sets up a camp or boarding house on a project, the charge made to an employee for board and room shall not exceed the subsistence rate paid incurred during a calendar week.



### **Special Single Shift.**

I. When the individual employer produces evidence in writing to the appropriate Local Union of the Union of a bonafide job requirement for a public agency or a public utility which certifies that work can only be done outside the normal shift hours, and notifies the appropriate Local Union of the Union by certified mail at least three (3) days prior to the start of such special shift, the individual employer may initiate such special shift of eight (8) consecutive hours (not in conjunction with any other shift, exclusive of meal period, Monday through Friday. The straight time rate for such special shift shall be two dollars and fifty cents (\$2.50) per hour above the appropriate straight time wage otherwise specified in this Agreement. Any work performed on Saturday and Sunday shall be paid as outlined herein at the applicable overtime rate of pay.

### **SECTION 17(2) - PARKING**

A. In the event free parking facilities are not available within a reasonable distance of the jobsite, the individual employer will provide such parking facilities and the individual employer shall have the right to designate parking areas to be used.

Where, because of congested parking conditions, it is necessary to use public parking facilities the individual employer shall reimburse the employees for the cost of such parking upon being presented with a receipt or voucher certifying to the cost thereof, submitted weekly. Such reimbursement to be made on a weekly basis or at the conclusion of the project, whichever occurs earlier.

On remote jobs when the access to where the work is being performed (to a job or project or within a job or project) is unsuitable, and no parking facilities are provided within a five (5) minute walk from where the work is being performed, the individual employer shall transport the employees to and from the place where the work is being performed and such transporting shall be one-half (1/2) on the individual employer's time.

B. Any employees such as flagmen shall be furnished adequate relief for the use of toilet facilities.

### **SECTION 18 - RECOGNIZED HOLIDAYS**

The following days are recognized as holidays:

New Year's Day  
Memorial Day  
Fourth of July  
Labor Day

Veterans' Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Day

If any of the above holidays falls on Sunday, the Monday following shall be considered a holiday.

### **SECTION 33 - EMPLOYEES NOT TO BE DISCHARGED FOR RECOGNIZING AUTHORIZED PICKET LINES**

No employee covered hereby may be discharged by an individual employer for refusing to cross a primary picket line established by an international union affiliated with the Building and Construction Trades Department of the American Federation of Labor - Congress of Industrial Organizations or a Local Union thereof, or the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America or a Local Union thereof, which picket line has been authorized or sanctioned by the Local Building and Construction Trades Council having jurisdiction over the area in which the job is located after the individual employer involved has been notified and has had an opportunity to be heard. Said notice shall be in writing and mailed to the individual employer involved at his last known address. This Section shall not apply to jurisdictional disputes.

### **SECTION 34 - SUBSISTENCE**

Any jobs or projects which have been bid or commitment made prior to September 1, 1992, will continue to be performed under the provisions of the 1988-1992 Agreement.

1. In the subsistence area, as herein defined in Exhibit "A" subject to the exceptions noted below, subsistence shall be paid at the rate of thirty dollars (\$30.00) per scheduled workday. There shall be no prorating of subsistence. Subsistence shall apply to workmen and/or employees who report to work and for whom no work is provided.

2. An employee or workman who is required to report or perform any work in a subsistence area for any portion of the day or shift shall receive the established subsistence rate for the entire day or shift.

3. No subsistence need be furnished or paid in the following instances:

(a) When the work performed on the job or project is located within the free zone designated in Exhibit "A".

(b) When the home of an employee, at the time a job is bid or commitment made on non-bid projects is located within sixty (60) road miles of the job or project which is located in the subsistence area.

(c) When the work performed on the job or project is located within fifty (50) road miles of the City Hall of Bishop, California.

4. Subsistence shall be paid at the rate of thirty-two dollars (\$32.00) per scheduled workday in the Counties of Inyo and Mono including Trona designated in Exhibit "A".

5. Subsistence as provided in Paragraph I-1 hereof shall be paid on jobs on the following offshore islands:

Richarson Rock	San Miguel Island
Santa Cruz Island	Santa Barbara Island
Arch Rock	San Clemente Island
San Nicholas Island	Santa Rosa Island
Santa Catalina Island	Anacapa Island

(1) Employees reporting at the embarkation point for travel to the above-named islands shall be paid travel time from the mainland to the islands and return at the straight-time rate and in no event shall the travel time be less than one (1) hour regardless of mode of travel.

6. In lieu of subsistence, the Contractor may provide and maintain acceptable room and board or immediately adjacent to the project seven (7) days per week in compliance with California State Laws.

#### **SECTION 35 - COMPENSATION FOR TRAVEL WITHIN TUNNEL**

A. The individual employer shall pay employees covered by this Agreement working within the tunnel, adits, or shafts, on a portal to portal basis as follows: The hours of employment of such employee shall commence at the portal of the tunnel, adit or shaft at which he is directed by the individual employer to report for work on his shift and shall end at such portal.

B. If a change house is located more than one thousand, two hundred, fifty (1,250) feet from a portal, adit or shaft, then the time of work shall start, for pay purposes, at the change house.

#### **SECTION 36 - CHANGE OF NAME OR STYLE**

A. This Agreement is binding upon each individual employer regardless of whether or not he or it changes the name or type or address of his or its business. Each individual employer shall give notice in writing to said District Council of any intent to change the name, type, or address of his or its business, or to perform business under more than one name or type or at more than one address, prior to the adoption of a new or different name, type, or address, or the addition of new names or types or addresses, as specified herein.

B. Nothing in this paragraph shall be construed as adding to the scope of work covered by this Agreement.